

**UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN**

JOHANNES M. PLOEG and

HIEN DAO PLOEG,

Plaintiffs,

vs.

JENKINS ESTATES LTD and

DAVID JON JENKINS

Defendants.

Case No.: 1:24-cv-00089

**AFFIDAVIT OF JOHANNES PLOEG IN SUPPORT OF PLAINTIFFS' MOTION
FOR A PRELIMINARY INJUNCTION**

STATE OF MICHIGAN

)

) ss.:

COUNTY OF GRAND TRAVERSE
COUNTY

)

Johannes Ploeg, being duly sworn, deposes and says:

1. I am over 18 years of age, of sound mind and otherwise competent to make this Affidavit. The evidence set out in the foregoing Affidavit is based on my personal knowledge.

2. I am the Plaintiff in the above captioned matter, and I submit this Affidavit in support of PLAINTIFFS' MOTION FOR A PRELIMINARY INJUNCTION.

3. I wired \$786,651.04 to David Jenkins, Defendant, to be held in Trust for payment(s) to subcontractors and material suppliers towards construction of my home in Suttons Bay Michigan. (see Exhibit 1 - wire transfers to Jenkins Estates, LTD & some waivers provided reflecting a portion of the payments)

4. October of 2023, I was notified by DeLeeuw Lumber that Jenkins did not pay them for \$173,020.73 for lumber provided to the project. I contacted David Jenkins to inquire as to why they were not paid since I paid David in full for the lumber. I was told that he would "send a check next week." A check was never sent. Jenkins and DeLeeuw then entered into an agreement that Jenkins would pay the bill the following January of 2024 based on a misrepresentation that the funds would come from me. Jenkins never paid the invoices and DeLeeuw Lumber filed suit. (see Exhibit 2 - Promissory Note and e-mails)

5. Out of the nine subcontractors and material suppliers that submitted invoices totaling approximately \$440,200.00 to David Jenkins for payment, Jenkins paid only \$40,000.00 of the invoices leaving at least \$400,000.00 unpaid.

6. On October 17, 2023, Jenkins formed a new entity, Wellsbury Capital Corporation, dba Jenkins Edmund. (See Exhibit 3 - Certificate of Assumed Name)

7. Liens were placed on my home totaling over \$150,000.00.

8. Work stopped at my home last October. The roof was not finished, and rain was pouring into the home, causing damage to the structure.

9. I had no choice but to hire new contractors to finish the roof and protect the home from further damage.

10. Since David Jenkins refused to return the \$786,651.04 I wired for the project, I do not have the funds to finish the home or pay off the liens.

11. On November 30th 2023, I sent a notice to cure to David Jenkins. (see Exhibit 4 - Notice to Cure)

12. I was contacted by Matthew Borgula, an attorney hired by David Jenkins. He attempted to negotiate a return of my funds and promised to remove the liens from the home. David Jenkins failed to perform either. I offered to continue the project with Jenkins provided we hire a title company to hold the trust funds and manage payments to subcontractors. My offer was not accepted. (see Exhibit 5 - e-mail from Matthew Borgula).

13. I filed a police report with the Leelanau County Sheriff's Office and have been cooperating with both Leelanau County and East Grand Rapids Police with their investigations. (see Exhibit 6 - e-mail communications).

14. I then filed this action.

15. The following day I was contacted by Daniel Hatch, an attorney hired by David Jenkins. I met with Mr. Hatch at his office to try "find a path forward". After three weeks of promises to remove the liens and return the trust funds, David Jenkins failed to do either. I requested assurances that the trust funds were still in Jenkins bank account but was not provided a response.

16. I was promised sworn statements, reimbursement for payments I made directly to subcontractors, removal of the liens from the home and waivers from materialmen. To date, none of these promises have been fulfilled and neither David Jenkins or Mr. Hatch has reached out to try to resolve the matter since March 4, 2024. (see Exhibit 7 - e-mails with Mr. Hatch).

17. I applied for construction loans and several banks; all the banks told me I would be approved for the loan due to my excellent credit, but was turned down due to the liens on the home.

18. On January 24, 2024, David Jenkins formed an LLC named "MI Bizfundingfinder LLC, operating under the name "Greenstar Capital Funding, LLC" with the web address: <https://www.greenstarcf.com>. The newly created website offers loans to businesses from \$3,000 to \$10,000,000. The business address is 1451 Lake Dr SE, Suite 68231, Grand Rapids, MI 49516. This is deceiving because this address is David Jenkins residence, with a fictional Suite number attached to make it appear that the address is a business address. In addition, he posted fake reviews such as *"I've been a client for a few years and they have never let me down. I highly recommend to any business owner looking for access to quick capital."* This is an attempt to transfer builder trust funds to other businesses and then loan the money to unsuspecting borrowers. Detective Dion told me that bank statement prove that my money was wired to his account and then "loans" were made to other businesses. (See Exhibit 8 - Corporate filings and website)

19. Due to the volume of negative reviews posted online against "Jenkins Estates, LTD", "Jenkins Estates", "Jenkins Edmund", "JE Construction", David Jenkins continually, takes down websites, changes names, phone numbers, and e-mails to stay ahead of the negative reviews and public warnings. (see Exhibit 9 - Social medial posts)

20. Lawsuits against Jenkins are accumulating in different counties. The claims are all for violations of the Builders Contract Trust Fund Act. The facts alleged in each complaint are similar. (see Exhibit 10 - Case Seach 17th Circuit Court).

21. Soon after the filing of my complaint in this Court, I was contacted by several homeowners who found the complaint through google search.

22. Each homeowner told me they had the same experience after hiring David Jenkins for their construction project, in that, he demanded up to 80% of the project cost in advance, failed to pay subcontractors who then filed liens, and then disappeared with the Trust Funds.

23. On February 14th 2024, I received a phone call and subsequent e-mail from Mei Huang, from East Grand Rapids. She is a homeowner with a similar experience to us, whereby Jenkins took her money, failed to pay subcontractors, and left them with a partly finished home. They subsequently filed a police report. (see Exhibit 11 - e-mail)

24. On February 28th 2024, attorney Bernard Schaefer, who represents a subcontractor not paid by Jenkins for work on a home in Holland, MI, sent a letter to Dana Nessel, Michigan Attorney General, requesting an investigation into David Jenkins for repeated Violations of the Building Trust Fund Act and Conversion in multiple counties. (See Exhibit 12 – Letter)

25. On March 1, 2024, my wife and I was contacted by Lan Free, a homeowner, in Leelanau County, who hired Jenkins for her home project, paid 88% of the contract price with Jenkins failing to pay the subcontractors leaving her with an unfinished home and then threatened her with a civil action if she did not pay the balance of the contract price. (see Exhibit 13 texts).

26. Four employees of Jenkins Estates, LTD, contacted me to inform me that David Jenkins has a history of fraudulently converting Builder Trust Funds to support his lifestyle, and purchase expensive jewelry, luxury vehicles, and vacations.

27. The four employees all told me they would testify against David Jenkins in both the civil action and criminal trial.

28. [REDACTED]

29. Jodie Beardsley, an employee of David Jenkins, contacted me to inform me she will provide testimony and evidence that David Jenkins is in the process of selling off the equipment of his business, putting his home up for sale, stopped making payroll, stopped paying rent on his commercial building, and [REDACTED]

30. Detective Brian Dion of the Leelanau Sherriff's Department called me to inform me he was able to obtain a search warrant for Jenkins Estates, LTD bank statements. He confirmed that the statements show my wire transfers and also show that

David used my money to pay his Porche and Tesla payments of \$3500 per month, made loans to his other businesses, and transferred money to at least five other bank accounts.

31. On March 11th, 2024, I received a text from Chuck McClintic, former employee of Jenkins Estates, LTD, regarding calls [REDACTED]

(See Exhibit 14 - text)

32. On March 11th, 2024, I received a text from Chris Bouma, a homeowner in Grand Rapids, that reached out because he paid Jenkins for his home project and Jenkins did not pay the subcontractors. Mr, Bouma subsequently filed suit against Jenkins. (See Exhibit 15 - text)

33. On March 11th, 2024, I sent an e-mail to Detective Mark Lindner of the East Grand Rapids, police department, who is investigating Jenkins. [REDACTED]

converting trust funds on projects over the last two years. (see Exhibit 16 - e-mail)

34. I was subsequently contacted by a WOOD TV8 reporter investigating David Jenkins. The reporter, Henry Erb, told me he is going to feature David Jenkins on his "Shady Contractor" news episode soon. I had a zoom meeting with Mr. Erb to discuss what happened to my wife and I. (see Exhibit 17 - e-mail from Wood TV8)

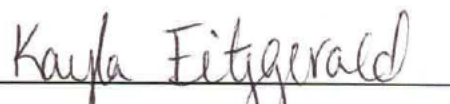
35. On March 18th, 2024, I was notified by Mei Huang, that a lien was placed on one of Jenkins homes by a subcontractor who was not paid. Jenkins threatened the subcontractor to remove the lien because the home is "pending" a sale. Jenkins may be liquidating his assets, [REDACTED] (see Exhibit 18 - e-mail)

36. On March 19th, 2024, Tristan Chamberlain, assistant district attorney for Leelanau County contacted me [REDACTED]

(see Exhibit 19 - e-mail from Tristan Chamberlain).


JOHANNES PLOEG

Sworn to me this 21st day of March, 2024


Notary Public

